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Attorneys for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

PACIFIC GAS AND ELECTRIC COMPANY.

Debtors.

- Affects PG&E Corporation
 - Affects Pacific Gas and Electric Company
 - Affects both Debtors

* All papers shall be filed in the lead case,
No. 19-30088 (DM)

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11 (Lead Case) (Jointly Administered)

**CORRECTED STIPULATION BETWEEN
DEBTOR PACIFIC GAS AND ELECTRIC
COMPANY AND HENRIETTA D
ENERGY STORAGE LLC FOR LIMITED
RELIEF FROM THE AUTOMATIC STAY**

[Relates to Dkt. Nos. 4850-4852]

[No Hearing Requested]

[Resolving Motion Now Set for Hearing
January 14, 2020 at 10:00 am (PST)]

This stipulation (the “**Stipulation**”) is entered into by and between Pacific Gas and Electric Company (the “**Utility**” or the “**Debtor**”), as debtor and debtor in possession, on the one hand, and Henrietta D Energy Storage LLC (“**Henrietta**”) on the other. The Utility and Henrietta are referred to in this Stipulation collectively as the “**Parties**,” and each as a “**Party**.**”** The Parties hereby stipulate and agree as follows:

RECITALS

A. The Utility and its parent, PG&E Corporation (collectively the “**Debtors**”), filed these Chapter 11 Cases on January 29, 2019 (the “**Petition Date**”).

B. On October 21, 2019, Henrietta filed a proof of claim, seeking not less than \$1,156,904 in damages as of the Petition Date [Claim No. 79294] (the “**Henrietta Proof of Claim**”).

C. On November 22, 2019, Henrietta filed the *Motion of Henrietta D Energy Storage LLC for Entry of an Order Modifying the Automatic Stay to Permit Contract Termination* [Dkt. 4850] (the “**Motion**”).

D. Through the Motion, Henrietta seeks relief from the automatic stay to terminate an Energy Storage Agreement, dated November 4, 2015, by and between Henrietta and the Utility (the “ESA”).

E. The Utility disputes whether, under the terms of the ESA, Henrietta is entitled to terminate the ESA.

F. Nevertheless, the Utility agrees to modify the automatic stay for the limited purpose of allowing Henrietta to serve upon the Utility a notice of termination in accordance with the terms of the ESA.

G. The Parties further agree that, effective upon entry of an order approving the Stipulation: (1) the Motion provides sufficient notice of Henrietta's contention that the Utility has violated the ESA, (2) the Motion provides sufficient notice of Henrietta's intent to terminate the ESA, (3) the Utility waives further notice requirements and cure periods under the ESA related

1 thereto; and (4) to resolve this dispute through the dispute resolution processes specified in Article
2 22 of the ESA.

3 H. The outcome of the dispute resolution processes specified in Article 22 of the ESA
4 will be binding on both Parties. Any dollar amount awarded to Henrietta through these dispute
5 resolution processes will determine the allowed amount of the Henrietta Proof of Claim.

6 **NOW, THEREFORE, IT HEREBY IS STIPULATED AND AGREED BY**
7 **AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE**
PARTIES JOINTLY REQUEST THE COURT TO ORDER, THAT:

8 1. This Stipulation shall be effective upon entry of an order by this Court approving
9 it, which shall resolve the Motion.

10 2. The hearing on the Motion currently set for January 14, 2020, shall be taken off
11 calendar.

12 3. The automatic stay shall immediately be modified solely as follows:

- 13 a. To permit Henrietta to serve upon the Utility a notice of termination of the
14 ESA; and
- 15 b. To require the Parties to resolve the dispute in accordance with the dispute
16 resolution processes articulated in Article 22 of the ESA.

17 4. The automatic stay shall remain in place for all other purposes. Nothing in this
18 stipulation shall permit Henrietta to enforce against the Utility, its estate, or its property any
19 judgment it may obtain in its favor.

20 5. The Parties stipulate that the outcome of the dispute resolution processes articulated
21 in Article 22 of the ESA will be binding on both Parties. If the outcome results from a settlement,
22 that settlement shall be subject to approval under the terms of the Order Pursuant to 11 U.S.C. §§
23 363(b) and 105(a) and Fed. R. Bankr. P. 9019 Authorizing the Debtors to Establish Procedures to
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1 Settle and Compromise Certain Claims and Causes of Action, entered September 10, 2019, as
2 Docket No. 3855 in case no. 19-30088,

3 6. The Parties stipulate that any monetary award obtained by Henrietta will supersede
4 the Henrietta Proof of Claim, which shall be deemed amended and allowed as an unsecured, non-
5 priority claim in the amount of such award, if any.

6 7. Except as stated in Recital G, nothing in this stipulation shall be deemed to
7 diminish, modify, or alter in any way either Party's rights or arguments in the dispute resolution
8 process.

9

10 Dated: January 10, 2020

11 WEIL, GOTSHAL & MANGES LLP
12 KELLER & BENVENUTTI LLP

13 /s/ Peter J. Benvenutti
Peter J. Benvenutti

14 *Attorneys for Debtor
and Debtor in Possession*

10 Dated: January 10, 2020

11 MORGAN, LEWIS & BOCKIUS LLP

13 /s/ Richard W. Esterkin
Richard W. Esterkin

14 *Attorneys for Henrietta D Energy Storage
LLC*